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FEDERAL COMMERCE COMMISSION

FIRST AMENDMENT TO RAILROAD EQUIPMENT LEASE AGREEMENT dated as of August 6, 1974 between TRUST COMPANY FOR USL, INC., as Trustee under a Trust Agreement dated as of January 15, 1974 and as amended by First Amendment to Trust Agreement dated as of February 15, 1974 among the First National Bank of Birmingham and the Alabama National Bank of Montgomery as Trustors, the Trustee and the Agent, dated as of January 15, 1974 (the "Lessor"), UNITED STATES LEASING INTERNATIONAL, INC., as Agent for the Lessor (the "Agent") and SEABOARD COAST LINE RAILROAD COMPANY, (the "Lessee").

WITNESSETH

WHEREAS, the Lessor, the Agent and the Lessee have heretofore executed and delivered that certain Railroad Equipment Lease Agreement dated as of January 15, 1974 (the "Lease") providing for the lease and delivery of the railroad rolling stock ("Equipment") described in the Trust Agreement; and

WHEREAS, the Lease provides in Section 2 that the Lessee will pay the Lessor rentals for the use of the Equipment; and

WHEREAS, the Lessor is obligated to pay certain commitment fees to the Bank of America National Trust and Savings Association as Lender under that certain Loan Agreement dated as of January 15, 1974 and as amended by First Amendment to Loan Agreement dated as of August 6, 1974 among the Lessor as Trustee, the Agent as Agent and the Lender; and

WHEREAS, the Lessee has agreed to pay additional rent to the Lessor reimburse it for the payment of such fees; and

WHEREAS, the Lessor, the Agent and the Lessee now desire to amend and correct the Lease in the manner and to the extent set forth below.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor, the Agent and the Lessee hereby consent and agree that Section 2.1 of the Lease shall be and the same is hereby amended by addition thereto of a second sentence reading as follows:

"The Lessee agrees to pay the Lessor as additional Rental an amount equal to the amount of commitment fees the Lessor as Trustee under the Loan Agreement is obligated to pay to the Lender under said Loan Agreement."

Except to the extent hereby amended and modified, the Lease is in all respects ratified, confirmed and approved.


(Seal)

ATTEST


Secretary

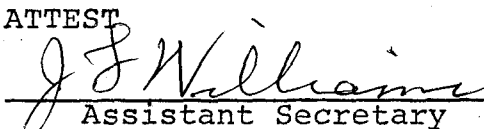
TRUST COMPANY FOR USL, INC.
As Trustee under a Trust
Agreement dated as of January
15, 1974.

By


Its President LESSOR

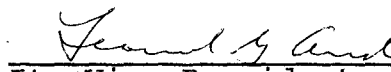
(Seal)

ATTEST


Assistant Secretary

SEABOARD COAST LINE RAILROAD

By


Its Vice President and Treasurer LESSEE

(Seal)

ATTEST


Act Secretary

UNITED STATES LEASING, INTERNATIONAL
INC.

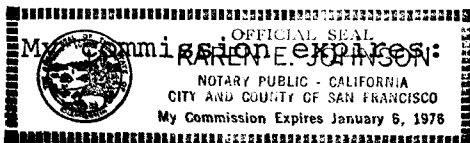
By


Its Vice President AGENT
FOR LESSOR

STATE OF CALIFORNIA)
) SS
CITY AND COUNTY OF SAN FRANCISCO)

On this 3rd day of September, 1974, before me personally appeared Ben Maushardt, to me personally known, who being by me duly sworn, says that he is the President of TRUST COMPANY FOR USL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Karen E. Johnson

[illegible]

On this 3rd day of October , 1974, before me personally appeared Leonard G. Anderson, to me personally known, who being by me duly sworn, says that he is the Vice President and Treasurer of SEABOARD COAST LINE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

OW Whitehurst Jr

My commission expires: June 21, 1975

STATE OF CALIFORNIA

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SS

CITY AND COUNTY OF SAN FRANCISCO)

Kenneth Johnson

